"anarchy." The grounds of expulsion have covered a wide range and include: spreading socialistic propaganda (*Jaurès* case, Germany, 1905, 4 Moore's *Dig.* 69); promoting and organizing a strike (*Ben Tillett* case, Belgium, 1896, (1899) 26 Clunet, 203); practising the art of healing without a license (*Edwards'* case, Belgium, 1900, 4 Moore's *Dig.* 83); writings or speeches derogatory to the government or the army (cases of *Father Forbes* in France, (1892) 19 Clunet, 405; *Hottmann* in Switzerland, (1894) 21 Clunet, 672; *Kennan* in Russia, 1901, 4 Moore's *Dig.* 94), preaching polygamy (*Mormon missionaries* in Germany, For. Rel. 1898, p. 347); anarchy (*Kropotchine* case in Switzerland (1882) 9 Clunet, 220; *United States ex rel. Turner v. Williams* (1904) 194 U. S. 279, 24 Sup. Ct. 719) and many others. Attempts have been made by governments to agree on uniform administrative measures for exercising surveillance over anarchists. For. Rel. 1901, 196. Until the *mores* change, anarchists can not expect toleration from organized governments. They are inherently undesirable.

BAILMENTS—LIMITATION OF BAILEE'S LIABILITY—LOSS OF BAGGAGE IN CHECK ROOM.—A bill was filed to recover the sum of $224.50, the alleged value of a suit-case and its contents, which the complainant deposited at the defendant's check room in its station. The bag and its contents were given to another person by mistake and had not been returned. The defence was that there was a notice on the face of the check given to the complainant to the effect that the defendant would not be responsible for an amount exceeding ten dollars on any article covered by the check. *Held,* that the complainant should recover the full value of the suit-case and its contents. *Dodge v. Nashville C. & St. L. Ry.* (1919, Tenn.) 215 S. W. 274.

The problem in the instant case is different from that in the usual case, where the carrier, in conjunction with the ticket issued to each passenger, allows a certain amount of baggage to be carried, for which a baggage check is given limiting the liability of the carrier in case of loss. The weight of authority in the latter cases is that the carrier cannot avoid or lessen its responsibility by mere notice upon the check, unless the passenger's attention is actually drawn to the limitation. *Cooper v. Norfolk Southern R. R.* (1913) 161 N. C. 400, 77 S. E. 339; *Rawson v. Pennsylvania R. R.* (1872) 48 N. Y. 212; Browne, *Law of Bailments* (1896) 191; see (1913) 23 YALE LAW JOURNAL, 95; (1916) 26 *ibid.*, 414. In the instant case the carrier was not acting in the regular capacity of a carrier, but in the capacity of a bailee for hire, and as such could limit its liability, provided the bailor had actual knowledge and assented. But the defendant contended that the printed notice on the check was binding whether the passenger read it or not. Such is the rule in England. *Harris v. Great Western Ry.* (1876) 1 Q. B. D. 515; *Pratt v. South Eastern R. R.* [1897] 1 Q. B. 718. The cases on this point are rare in the United States. Where a check was given at a check room with a printed notice thereon, limiting liability to ten dollars, it has been held insufficient notice and the full amount was recovered. *Healy v. New York Central & H. R. R.* (1912, Sup. Ct.) 153 App. Div. 516, 138 N. Y. Supp. 287; *contra, Terry v. Southern Ry.* (1908) 81 S. C. 279, 62 S. E. 249. The suit in the instant case was brought in equity under a Tennessee statute. Shannon's Code (Thompson ed. 1918) sec. 6109.

BANKRUPTCY—PROPERTY ACQUIRED BY TRUSTEE—FORFEITURE OF LEASE.—A coal lease provided for forfeiture and reëntry upon breach of conditions, such as the payment of royalties, taxes, etc. The lessee corporation failed to comply with these conditions and subsequently it was adjudged an involuntary bankrupt. Demand was made on the trustee in bankruptcy, who refused to perform the covenants in the lease. The lessors thereupon declared the lease forfeited

and reëntered the premises and the trustee peaceably surrendered possession. He then filed a petition seeking an order to restrain the lessors from enforcing the forfeiture. *Held,* that the trustee was not entitled to relief. *In re Elk Brook Coal Co.* (1919, D. Pa.) 44 Am. B. Rep. 283.

Under section 70a of the Bankruptcy Act a trustee takes "title" to a lease held by the bankrupt only in case he elects to accept it within a reasonable time after his appointment. If he does not elect to accept, the lease remains the property of the bankrupt. *In re Frazer* (1910, C. C. A. 1st) 183 Fed. 28. In such case the bankrupt continues to be liable on his covenant for the payment of rent, taxes, royalties, etc., accruing after the petition in bankruptcy, the landlord's right arising from such covenants not being a provable claim within section 63a of the act. *In re Roth & Appel* (1910, C. C. A. 2d) 181 Fed. 667. See Hine, *The Effect of Failure to Perform Contracts Made Prior to Receivership* (1914) 24 YALE LAW JOURNAL, 111, 119. It is within the discretion of the trustee whether to accept or reject a lease burdened with obligations. *In re Cogley* (1901, D. Iowa) 107 Fed. 73. If he elects to accept, he takes subject to all claims and defects existing at the time of adjudication. *Chattanooga National Bank v. Rome* (1900, C. C. N. D. Ga.) 102 Fed. 755. The vital question presented in the principal case is whether or not the adjudication in bankruptcy operated to prevent the lessors from exercising their power to enforce a forfeiture as provided by the terms of the lease. It has been held that where notice of forfeiture is served before the adjudication, the bankruptcy court will by decree enforce the forfeiture and order the trustee to surrender the property. *Lindeke v. Associates Realty Co.* (1906, C. C. A. 8th) 146 Fed. 630. The same rule would seem to apply even though the power were not exercised until after the adjudication, and the principal case appears sound, especially in view of the fact that the trustee's peaceful surrender of the property might well be treated as an election on his part to reject the leasehold.

CONSTITUTIONAL LAW—IMPAIRMENT OF CONTRACT—EFFECT OF STATE STATUTE ON MUNICIPAL FRANCHISE CONTRACT.—The defendant street railway accepted the terms of a municipal franchise ordinance passed in 1902 and agreed to sell working people half-fare tickets good on all cars during certain hours. State "anti-pass" legislation of 1907 forbade all such discrimination. The defendant then refused to carry out its agreement. This bill was brought by the city to obtain a mandatory injunction. *Held,* that the bill should be dismissed. *Dubuque Electric Co. v. City of Dubuque* (1919, C. C. A. 8th) 260 Fed. 253.

It is well established that a city may have the power to make valid franchise contracts. *Vicksburg v. Vicksburg Waterworks Co.* (1906) 206 U. S. 496, 27 Sup. Ct. 762; *Cleveland v. Cleveland City Ry.* (1904) 194 U. S. 512, 24 Sup. Ct. 756. And even increased war costs may not justify the public utility in refusing to perform. *Columbus Ry. Power & Light Co. v. City of Columbus* (1919) 249 U. S. 399, 39 Sup. Ct. 349; (1919) 28 YALE LAW JOURNAL, 826. Nor may the city disregard its duties arising from the contract. *Vicksburg Waterworks Co. v. Vicksburg* (1904) 202 U. S. 453, 26 Sup. Ct. 661. It might seem that Article I, section 10 of the federal Constitution would prevent any impairment of such contracts by state action. But a municipal corporation is merely a political sub-division of the state. *Covington v. Kentucky* (1899) 173 U. S. 231, 19 Sup. Ct. 383; *East Hartford v. Hartford Bridge Co.* (1850, U. S.) 10 How. 511. Its rights and duties, etc., arising from contracts therefore may be changed at the will of the state. *City of Pawhuska v. Pawhuska Oil & Gas Co.* (1919, U. S.) 39 Sup. Ct. 526. In such case, however, the assent of the other contracting party must be obtained or the state law may be invalid as an impairment of contract. *Von Hoffman v. City of Quincy* (1867, U. S.) 4 Wall. 535. The constitutional difficulty in the principal case is usually avoided, however, by holding